

3H-1

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|----------------------|-------------------|--|--|
| Meeting Date: | November 16, 2010 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Amendment to First Restatement of Lease Agreement (R2009-1668) (Fair Lease) with South Florida Fair and Palm Beach County Expositions, Inc. (Fair); and
- B) an Amendment to Restated Agreement (R2009-1669) (College Lease) with Palm Beach State College, formerly known as Palm Beach Community College (College).

Summary: On October 6, 2009, the Board approved the: (i) Fair Lease, which provides for the College's sole use of the driver training facility located at the South Florida Fairgrounds on Southern Boulevard through December 21, 2010, and (ii) College Lease, which provides for the College's assumption of all of the County obligations, pursuant to the Fair Lease, with specific exceptions. In June of 2010, the College requested that the County extend the term of the College Lease through June 30, 2011, as the College's training facility is not anticipated to be completed until then. The Amendments provide for the extension of the term of both the Fair Lease and the College Lease until June 30, 2011, upon the same terms and conditions set forth in each of the respective agreements. The County's only financial obligation under the Fair Lease is to pay the Fair a utility fee, which is reimbursable to the County by the College. **(FDO Admin) District 6 (HJF)**

Background and Justification: In 1993, the County entered into: (i) a 25 year land lease (R93-810D), on behalf of the Palm Beach County Sheriff's Office (PBSO), with the Fair for the construction and operation of a law enforcement driver training facility for use by various law enforcement agencies and (ii) a funding agreement (R93-811D) with the College and the Criminal Justice Standards and Training Commission to provide partial funding towards the construction of the driver training facility in order to offset user fees for the College's use of the facilities. In 2008, the County completed construction of a permanent driver training facility at the County's Fire Rescue Administration and Training Complex, and PBSO moved its driver training operations there. While other law enforcement agencies in the County can conduct training exercises at PBSO's facility, the College cannot as PBSO's facility does not meet the State's minimum standards to recruit training of law enforcement officers conducted by the College. The only obligations of the County that the College did not assume under the Restated Agreement were that the County shall be responsible for: (i) scheduling the use of the driving range with the Fair after College informs County of its preferred dates; (ii) the transfer of ownership of the improvements; and (iii) payment of a utility fee to the Fair, which shall be invoiced to the College for reimbursement.

Attachments:

1. Location Map
2. Amendment to First Restatement of Lease Agreement
3. Amendment to Restated Agreement

Recommended By: Anthony W. Wolf 10/15/10
Department Director **Date**

Approved By: [Signature] 11/1/2010
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2011 | 2012 | 2013 | 2014 | 2015 |
|--|--------------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | 1,500 | | | | |
| External Revenues | (1,500) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 0* See below | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund 0001 Dept 410 Unit 5290 Object 4610
Program _____

NEED BUDGET NUMBERS


B. Recommended Sources of Funds/Summary of Fiscal Impact:

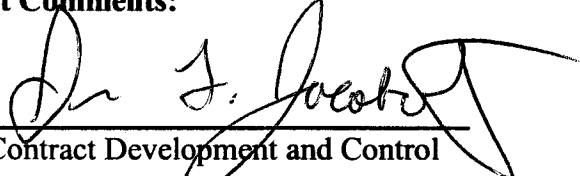
- * *County shall pay a utility fee of \$1,500 which shall be reimbursed by College.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB


Contract Development and Control
These Amendments comply
with our review
requirements.

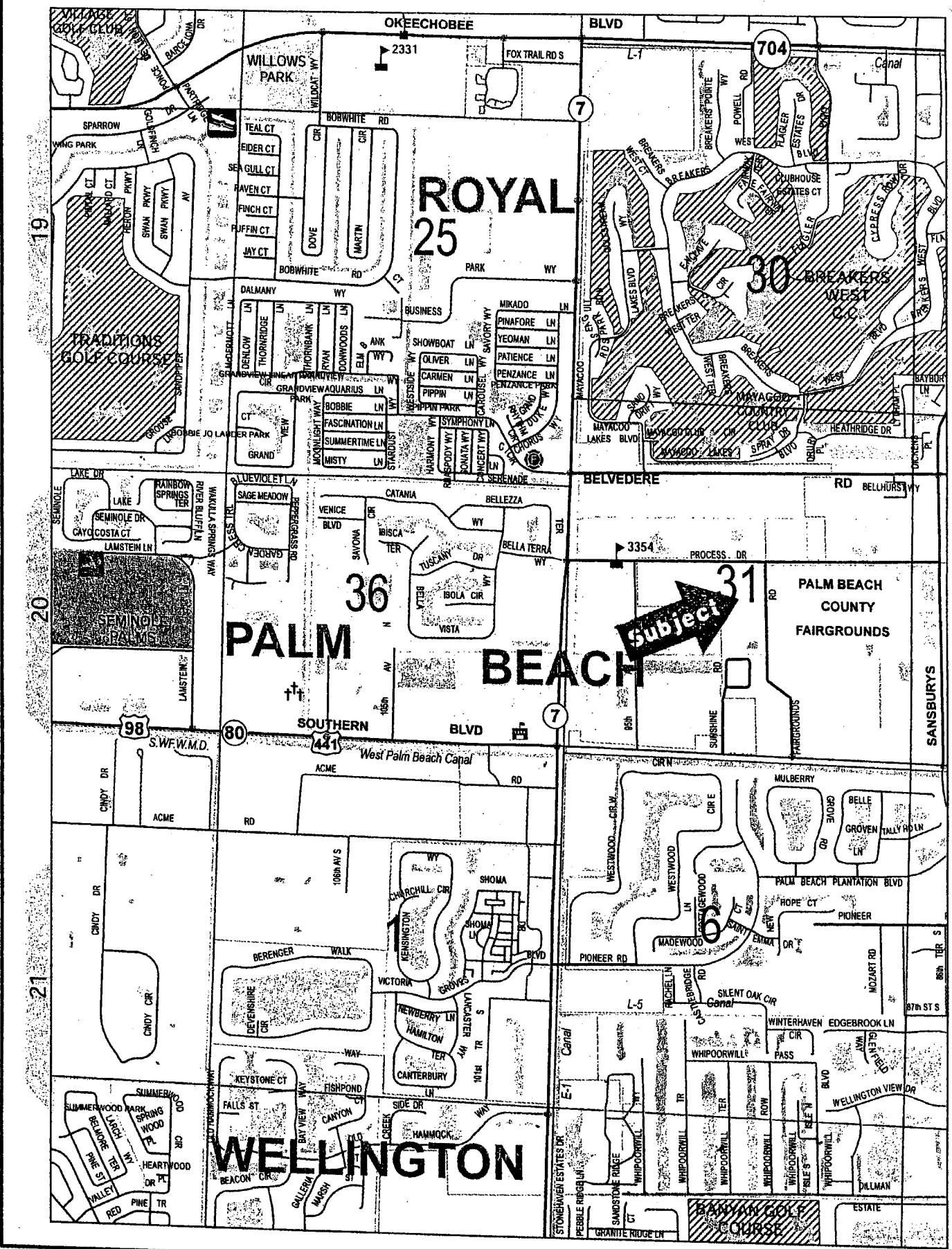
B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



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LOCATION MAP

AMENDMENT TO FIRST RESTATEMENT OF LEASE AGREEMENT

THIS AMENDMENT TO FIRST RESTATEMENT OF LEASE AGREEMENT (this "Amendment"), is made and entered into this _____ day of _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC., a Florida corporation ("Fair").

WHEREAS, the Fair and the County entered into that certain Lease Agreement dated July 6, 1993 (R93-810D), which was restated and replaced by the First Restatement of Lease Agreement dated October 6, 2009 (R2009-1668) (the "Restated Lease") whereby the County leases from the Fair the Premises as defined in the Restated Lease; and

WHEREAS, the County and Fair desire to amend the Restated Lease to extend the term of the Restated Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein and various other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Terms not defined herein shall have the meaning ascribed to them in the Restated Lease.
2. The fourth Whereas clause is hereby modified so that the term "PBCC" shall be defined as Palm Beach State College formerly known as Palm Beach Community College.
3. Section 1.02 of the Restated Lease is hereby modified so that the Term of the Restated Lease shall extend until June 30, 2011, unless sooner terminated pursuant to the provisions of the Restated Lease.
4. Except as modified by this Amendment, the Restated Lease, remains unmodified and in full force and effect in accordance with the terms thereof.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Ass't County Attorney

By: Armeny W. [Signature]
Director, Facilities Development & Ops

SOUTH FLORIDA FAIR AND
PALM BEACH COUNTY EXPOSITIONS,
INC., a Florida corporation

Victoria A. Chouris
Witness Signature

By: Richard J. Wymatil
Richard J. Wymatil, President

Victoria A. Chouris
Printed Name

Carol L. Hammond
Witness Signature

(SEAL)

Carol L. Hammond
Printed Name

AMENDMENT TO RESTATED AGREEMENT

THIS AMENDMENT TO RESTATED AGREEMENT (this "Amendment"), is made and entered into this _____ day of _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and PALM BEACH STATE COLLEGE formerly known as PALM BEACH COMMUNITY COLLEGE ("College").

WHEREAS, the College and the County entered into that certain Agreement dated July 6, 1993 (R93-811D), which was restated and replaced by the Restated Agreement dated October 6, 2009 (R2009-1669) (the "Restated Agreement") whereby the County has granted the College the rights to use the Facility as defined in the Restated Agreement; and

WHEREAS, the County and College desire to amend the Restated Agreement to extend the term of the Restated Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and various other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Terms not defined herein shall have the meaning ascribed to them in the Restated Agreement.
2. Section 3.07 is hereby modified so that the term of the Restated Agreement shall be concurrent with the Fair Lease as extended until June 30, 2011, unless sooner terminated pursuant to the terms of the Restated Agreement, whichever comes first.
3. Except as modified by this Amendment, the Restated Agreement, remains unmodified and in full force and effect in accordance with the terms thereof.

(the remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

SHARON R. BOCK
CLERK & COMPTROLLER


By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Asbury Wolf 
Director, Facilities Development & Operations

PALM BEACH STATE COLLEGE
FORMERLY PALM BEACH COMMUNITY
COLLEGE

Beryl A. Manuso
Witness Signature

By: Richard A. Becker
Name: Richard A. Becker
Title: VP Administration & Business Svcs.

Beryl A. Manuso
Printed Name

Maria D. Velez
Witness Signature

Maria D. Velez
Printed Name